

Subdivider: Mission Peak Homes, Inc.

Project Name: Kennedy Drive Subdivision

17
File No.: 100.01.213

Private Job Account No.: 3159

Improvement Plan No.: 2-1018

Tract/Parcel Map No.: 9560

Council Approval Date: _____

Completion Period: _____

CITY OF MILPITAS

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, executed this ____ day of _____, 2004, at Milpitas, California, by and between the CITY OF MILPITAS, a municipal corporation of the State of California, (hereafter referred to as "City") and Mission Peak Homes, Inc., a California Corporation

(hereafter referred to as "SUBDIVIDER"):

RECITALS

- A. SUBDIVIDER desires to subdivide certain land in the CITY in accordance with a map filed with the City Council of the CITY, marked and designated **Tract No. 9560** (Kennedy Drive Subdivision).
- B. Said map shows certain streets and easements which are offered for dedication for public use.

NOW, THEREFORE, in consideration of the mutual covenants terms and conditions herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. SUBDIVIDER agrees that it will construct at its sole cost and expense, all those certain improvements listed in the **Improvement Plan No. 2-1018** consisting of 8 sheets and specifications approved by said City Council on _____, including setting survey monuments and identified by Project/Agency Fund Account No. 3159 (hereby referred to and made a part hereof the same as if set forth at length herein).
2. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have been submitted to the City Engineer and have been approved by him in writing nor shall any change be made in said plans and specifications or in the work of improvement to be done under them without the prior written approval of CITY.
3. SUBDIVIDER agrees that said improvements will be constructed under and subject to the inspection of and to the satisfaction of the City Engineer.
4. SUBDIVIDER agrees that it will construct said improvements in accordance with the requirements set forth in said "Improvement Plans and Specifications" referred to above, all applicable ordinances, resolutions and orders of CITY enacted or adopted by said City Council as amended or revised as of the date hereof, and governing statutes of the State of California or of the United States of America.

5. All said improvements shall be completed and ready for final inspection by the City Engineer within 24 months of the date of execution of this Agreement or prior to City issuance of Occupancy Permit Final inspection of the last residential building, whichever occurs first. If SUBDIVIDER shall fail to complete the work required by this Agreement within same time, CITY may, at its option, and after giving ten (10) days written notice thereof to SUBDIVIDER, complete the same and recover the full cost and expense thereof from SUBDIVIDER.
6. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum of four hundred thousand dollars (\$400,000.00), conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this Agreement and conditioned upon the full and faithful performance of any and all improvement work required hereunder.
7. In the event that SUBDIVIDER fails to perform any obligation on its part to be performed hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligation, and if suit be brought by CITY to enforce this Agreement, SUBDIVIDER, agrees to pay costs of suit and reasonable attorney's fees to be fixed by the Court.
8. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of four hundred thousand dollars (\$400,000.00), insuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.
9. SUBDIVIDER agrees to pay all costs for labor or materials in connection with the work of improvement hereunder.
10. Any faithful performance security required hereunder shall be reduced to 10% of the security's original value for one year after the date of final completion and initial acceptance of said work to fulfill the one-year maintenance guarantee period for said improvements.
11. Prior to commencing any work, SUBDIVIDER, agrees to obtain an Encroachment Permit from the Engineering Division and at SUBDIVIDER's expense, provide CITY with a duplicate public general liability and automobile liability insurance policy with endorsements showing the CITY as additional insured which insures CITY, its officers and employees against liability for injuries to persons or property (with minimum coverage of \$1000,000 for each person and \$1,000,000 for each occurrence and \$1000,000 for property damage for each occurrence) in connection with work performed by, for or on behalf of SUBDIVIDER. Said Policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but not limited to property damage, and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days prior written notice to CITY of cancellation or coverage reduction; (e) provide that it is full primary coverage so that if said CITY, its officers and employees have other insurance covered by said policy, said other insurance shall be excess insurance; (f) provide that said CITY; its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of SUBDIVIDER's improvements. If SUBDIVIDER does not comply with the provisions of this paragraph, City may (at its election and in addition to other legal remedies) take out the necessary insurance, and SUBDIVIDER shall forthwith repay City the premium therefor.
12. SUBDIVIDER agrees that any general contractor engaged by the SUBDIVIDER for any work of improvement under this Agreement will have:
 - a) In full force and effect, a Worker's Compensation Insurance as shown by a Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that

there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give CITY at least thirty (30) days prior written notice of the cancellation or coverage reduction of the policy.

or

- b) In full force and effect, a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations and certified by him to be current, together with a Declaration under penalty of perjury in a form satisfactory to the City Attorney that said Certificate is in full force and effect and that the SUBDIVIDER or its general contractor shall immediately notify the CITY in writing in the event of its cancellation or coverage reduction at any time prior to the completion of all work of improvement.
13. SUBDIVIDER agrees to indemnify and save harmless CITY, City Council, City Engineer or any other officer or employee of CITY from any and all costs, expenses, claims, liabilities or damages, known or unknown, to persons or property heretofore or hereafter arising out of or in any way connected with the act, omission or negligence of SUBDIVIDER, its officers, agents, employees, contractors or subcontractors or any officer, agent or employee thereof.
14. SUBDIVIDER agrees to comply with all special conditions and notes of approval for this development, pay all fees, and costs and expenses incurred by CITY in connection with said subdivision (including, but not limited to: office check of maps and improvement plans, field checking, staking and inspection of street monuments, construction water, wet taps, testing and inspection of improvement). SUBDIVIDER shall maintain Project/Private Job Account No. 3159 for this purpose with additional deposits as required by CITY.

A. Fees to be paid upon execution of this agreement:

a)	Plan-check and Inspection Deposit (10% of Engineer's Estimate)	(PJ3159-13-2500)	<u>\$40,000.00</u>
b)	Right-of-Way Reimbursement Fee	(310-3614-XXXX50)	<u>N/A</u>
c)	Improvement Reimbursement Fee	(310-3614-XXXX70)	<u>N/A</u>
d)	Other (Storm Drain Mitigation Fee)	(340-3711)	<u>\$13,000.00</u>
Sub-total			\$53,000.00

B. Fees to be paid at the time of building permit issuance:

a)	Water Connection Fee (19 lots total- \$476.32 per lot)	(402-3715)	<u>\$9,050.00</u>
b)	Potable Water Meter Fee (19 meters total- \$137.20 per meter)	(400-3662)	<u>\$2,606.80</u>
c)	Recycled Water Meter Fee	(406-3622)	<u>N/A</u>
d)	Sanitary Sewer Connection Fee	(452-3715)	<u>\$4,700.00</u>
e)	Sewer Treatment Plant Fee (19 lots total- \$880 per lot)	(452-3714)	<u>\$16,720.00</u>
f)	Sewer Bypass Benefit Fund	(HA1320-2500)	<u>N/A</u>
g)	Storm Drain Connection Fee	(340-3711)	<u>See above</u>

h)	Parksite Fee		
	1. Park Dedication In-Lieu Fee	(320-3712)	<u>\$477,945.00</u>
	(19 lots total- \$25,155 per lot)		
	2. PUD Park Fee	(320-3712)	<u>N/A</u>
i)	Hillside Water Reimbursement	(HA1324-2500)	<u>N/A</u>
	Sub-total		\$511,021.80
	Total		\$564,021.80

15. Upon completion of the work and before City Initial Acceptance of the work thereof, SUBDIVIDER shall provide the City a complete original mylar of "Record Drawing" showing all the changes from the original plan.
16. Upon completion of the work, and before City Council final acceptance thereof, SUBDIVIDER shall be billed for and pay or shall be refunded the difference between the amount of said costs and expenses in each instance and the amount of said remittance.
17. Any easement or right-of-way necessary for the completion of any of the improvements required of SUBDIVIDER shall be acquired by SUBDIVIDER at its sole cost and expense. In the event that eminent domain proceedings are necessary for the acquisition of any easement or right-of-way, SUBDIVIDER agrees that he will pay all engineering fees and costs, legal fees and costs, and other incidental costs sustained by CITY in connection with said eminent domain proceedings and any condemnation award and damages (including all costs awarded in said eminent domain proceedings). SUBDIVIDER further agrees that prior to the institution of any eminent domain proceedings and upon ten (10) days written notice from CITY, SUBDIVIDER will deposit such sums as are determined by City Council to be necessary to defray said fees, costs, awards, and damages.
18. City will accept on behalf of the public, the dedication of the streets, and easements offered for dedication, and will supply water for sale to and within said subdivision, provided however, that as a condition precedent to said initial acceptance and to supplying water, SUBDIVIDER shall perform the covenants, terms and conditions of this Agreement.
19. SUBDIVIDER hereby irrevocably offers to convey title of the water and sanitary sewer mains and lines, and appurtenances constructed in or for said subdivision to CITY. Upon final acceptance of said improvements by CITY, said title will be deemed to be accepted by CITY in the event that title has not previously passed to CITY by operation by law.
20. SUBDIVIDER agrees to comply with all requirements set forth on **Exhibit "A"** (attached hereto, hereby referred to and made a part hereof).
21. This Agreement shall be deemed to include any final conditions imposed by CITY upon the approval of the tentative and final maps related to public improvements of said subdivision.
22. SUBDIVIDER agrees that, upon ten (10) days written notice from CITY, it will immediately remedy, restore, repair or replace, at its sole expense and to the satisfaction of City Engineer, all defects, damages or imperfections due to or arising from faulty materials or workmanship appearing within a period of one-year after the date of initial acceptance of all said improvements. If SUBDIVIDER shall fail to remedy, restore, repair, or replace said defects, damages or imperfections as herein required, CITY may at its option, do so and recover the full cost and expense thereof from SUBDIVIDER.

23. This Agreement shall bind the heirs, administrators, executors, successors, assigns and transferees of SUBDIVIDER. It is agreed and understood that the covenants in this Agreement shall run with the land and are for the benefit of the other lands in the CITY OF MILPITAS, and are made by SUBDIVIDER expressly, its heirs, administrators, executors, successors, assigns and transferees and to the CITY, its successors and assigns.
24. Nothing contained in this Agreement shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution or order of the City Council of the CITY.
25. Time shall be of the essence of this Agreement. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter gender. All comments presented by SUBDIVIDER hereunder shall be subject to approval of the City Attorney as to form.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

*Signed and Sealed this _____ day of _____, 2004.

CITY OF MILPITAS

By: _____
City Manager

** Attach proper acknowledgment.

Mission Peak Homes, Inc., a California Corporation
Subdivider

Subdivider's Capacity

APPROVED AS TO FORM THIS

_____ day of _____, 2004

By: _____
City Attorney

**By: _____
JOHN S. WONG - PRESIDENT
Typed Name and Capacity/Title

APPROVED AS TO SUFFICIENCY THIS

_____ day of _____, 2004

By: _____
City Engineer

**By: _____
Typed Name and Capacity/Title

* Date should be same as date on Page 1 of 6.

** It is essential that the signatures be acknowledged before a California Notary Public and attach proper acknowledgment.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

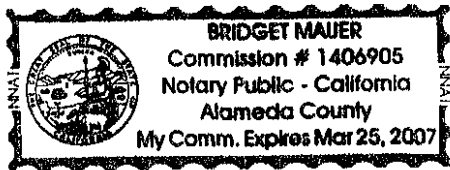
State of California

County of Alameda } ss.

On April 29th, 2004 before me, Bridget Mauer, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John S. Wong
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Bridget Mauer
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer -- Title(s): _____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

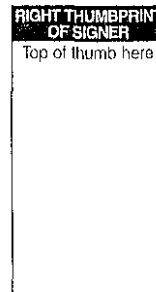


EXHIBIT "A"

1. The developer agrees to complete necessary Water Service Agreements, and pay the water meter fees prior to Building Permit issuance.
2. The developer agrees to pay to the City an in-lieu Park Fee of \$477,954.00, prior to Building Permit issuance for the first residence to be built.
3. The developer agrees to pay to the City a Storm Drain Mitigation Fee of \$13,000.00, upon execution of this Agreement.
4. The developer agrees to complete the construction of all public improvements and settings of all Survey Monuments before the City issuance of the Occupancy Permit/*Final Inspection of the last residential building.*

The developer agrees to comply with the special conditions and notes of approval for this Subdivision.

Principal: _____
Project Name: Kennedy Subdivision

Project No. 3159
Bond No. _____

**CITY OF MILPITAS
FAITHFUL PERFORMANCE BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: Public Improvement for Kennedy Subdivision as on shown on Improvement Plans 2-1018.

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force an effect as it herein at length set forth:

NOW, THEREFORE, we the Principal and _____, as surety, are held and firmly bound unto the City of Milpitas, California, in the penal sum of four hundred thousand dollars (\$400,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, it heirs, executors, administrators, successors or assigns, shall well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof on his or their part, to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the City of Milpitas, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on _____, 2004.

NOTE: BE SURE BOND DATE DOES NOT PRE-DATE CONTRACT.

SUBDIVIDER: _____

SURETY: _____

BY: _____
(write name)

BY: _____
(write name)

BY: _____
(type name and office)

BY: _____
(type name and office)

Address of Surety: _____

VERIFICATION

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at _____, California, on the _____ day of _____, 2004.

(Name)

(Type Name)

Address: _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2004.)

THIS JURAT MUST BE COMPLETED
) BY A NOTARY IF THE VERIFICATION
) IS EXECUTED OUTSIDE OF CALIFORNIA
)
)

(Sign)

(Type)

ACKNOWLEDGMENT

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form.
A power of attorney is not enough.

Form Approved:

Principal: _____
Project Name: Kennedy Subdivision

Project No. 3159
Bond No. _____

**CITY OF MILPITAS
LABOR AND MATERIALS BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: Public Improvement for Kennedy Subdivision as on shown on Improvement Plans 2-1018.

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force and effect as it herein at length set forth:

NOW, THEREFORE, said Principal and the undersigned as corporate surety, their heirs, successors, executors and administrators, are held firmly bound, jointly and severally, unto the City of Milpitas California, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid agreement in the sum of four hundred thousand dollars (\$400,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the fact amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on _____, 2004.

NOTE: BE SURE BOND DATE DOES NOT PRE-DATE CONTRACT.

SUBDIVIDER: _____

SURETY: _____

BY: _____
(write name)

BY: _____
(write name)

BY: _____
(type name and office)

BY: _____
(type name and office)

Address of Surety: _____

VERIFICATION

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at _____, California, on the _____ day of _____, 2004.

(Name)

(Type Name)

Address: _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2004.)

THIS JURAT MUST BE COMPLETED -
) BY A NOTARY IF THE VERIFICATION
) IS EXECUTED OUTSIDE OF CALIFORNIA
)
)

(Sign)

(Type)

ACKNOWLEDGMENT

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form.
A power of attorney is not enough.

Form Approved:

Principal: _____
Project Name: Kennedy Subdivision

Project No. 3159
Bond No. _____

**CITY OF MILPITAS
SURVEY MONUMENTATION BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to install and complete certain designated public improvements, including setting of survey monuments by an engineer or surveyor prior to a certain date.

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force and effect as it herein at length set forth:

NOW, THEREFORE, we the Principal and _____, as surety, are held and firmly bound unto the City of Milpitas, California, and that Engineer or Surveyor, who set said survey monuments in the penal sum of six thousand dollars (\$6,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, it heirs, executors, administrators, successors or assigns, shall well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof on his or their part, to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the City of Milpitas, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on _____, 2004.

NOTE: BE SURE BOND DATE DOES NOT PRE-DATE CONTRACT.

SUBDIVIDER: _____

SURETY: _____

BY: _____
(write name)

BY: _____
(write name)

BY: _____
(type name and office)

BY: _____
(type name and office)

Address of Surety: _____

VERIFICATION

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at _____, California, on the _____ day of _____, 2004.

(Name)

(Type Name)

Address: _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2004.)

THIS JURAT MUST BE COMPLETED
) BY A NOTARY IF THE VERIFICATION
) IS EXECUTED OUTSIDE OF CALIFORNIA
)
)
)

(Sign)

(Type)

ACKNOWLEDGMENT

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form.
A power of attorney is not enough.

Form Approved:

Subdivider: Mission Peak Homes, Inc.

Project No. 3159

Project Name: Kennedy Subdivision

CITY OF MILPITAS

**CERTIFICATE RELATING TO WORKER'S COMPENSATION
INSURANCE PURSUANT TO LABOR CODE SECTION 3800**

(Subdivision)

I, THE UNDERSIGNED, HEREBY CERTIFY that at all times during the performance of any work of improvement under agreement with the City of Milpitas. (Check one of the following):

_____ Any general contractor engaged by me for said work will have in full force and effect Worker's Compensation Insurance pursuant to the attached certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give City at least ten days advance notice of the cancellation of the policy (an exact copy or duplicate of the Certificate of Worker's Compensation Insurance certified by the Director of Industrial Relations or the insurer may be attached).

_____ Or has in full force and effect and have attached hereto a Certificate of Consent to Self-insure issued by the Director of Industrial Relations or the insurer may be attached).

I declare under penalty of perjury that the foregoing is true and correct and executed on _____
at _____
(Date) (City)

By: _____

Official Title

On behalf of: _____
Contractor

NOTE: YOUR CERTIFICATE OF WORKER'S COMPENSATION INSURANCE MUST BE ATTACHED AND
MUST MEET THE REQUIREMENTS SET FORTH ABOVE.

PLEASE NOTE THAT IF YOU HAVE ANYONE WORKING FOR OR WITH YOU, YOU MAY BE REQUIRED TO HAVE WORKER'S COMPENSATION INSURANCE. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE DIRECTOR OF INDUSTRIAL RELATIONS, 888 NORTH FIRST STREET, SAN JOSE, CALIFORNIA, TELEPHONE: 277-1265.

Subdivider: Mission Peak Homes, Inc.

Project No. 3159

Project Name: Kennedy Subdivision

CITY OF MILPITAS
CERTIFICATE OF WORKER'S COMPENSATION INSURANCE

Pursuant to California Labor Code Section 3800, the undersigned Insurer certifies that it is an admitted Worker's Compensation Insurer, that it has issued a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner (bearing policy number _____) to _____ in connection with the above project, title and subdivider. Said policy is now in full force and effect and the full deposit premium has been paid. At least 10 days advance notice of the cancellation of said policy will be given to the City of Milpitas. The expiration date on said policy is _____.

Dated: _____

INSURANCE COMPANY

AUTHORIZED REPRESENTATIVE (Signature)

Address: _____

AUTHORIZED REPRESENTATIVE (Type Name)

Address: _____

Address: _____

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer.
Executed at _____, California, on the _____ day of _____, 2004. **

Authorized Signatory (Sign)

(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a
Notary Public, this _____ day of _____, 2004.

(Sign)

(Type Name)

PW/V12

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If project involves less than \$50,000, City will accept \$300,000/\$50,000

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer.
Executed at _____, California, on the _____ day of _____, 2004. **

Authorized Signatory (Sign)

(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a
Notary Public, this _____ day of
_____, 2004.

(Sign)

(Type Name)

** If this certificate is executed outside of California, it must be sworn to before a Notary Public.

FORM APPROVED: _____, 2004, by _____

TRACT 9560

KENNEDY DRIVE SUBDIVISION

BEING A SUBDIVISION OF THAT CERTAIN PARCEL AS SHOWN ON
THAT RECORD OF SURVEY FILED APRIL 8, 1965 IN
BOOK 193 AT PAGE 20, SANTA CLARA COUNTY RECORDS

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

CARLSON, BARBEE AND GIBSON, INC.

ENGINEERS SURVEYORS PLANNERS
SAN RAMON CALIFORNIA

APRIL 2004

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE. WE HEREBY OFFER FOR DEDICATION TO CITY OF MILPITAS FOR PUBLIC USE FOR OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING:

1. LOT "A" FOR STREET AND PUBLIC UTILITY PURPOSES.
2. EASEMENT "A" FOR PUBLIC SERVICE AND UTILITY EASEMENT (PSUE).

THE ABOVE MENTIONED EASEMENTS (PSUE) SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES, IRRIGATION SYSTEMS AND THEIR APPURTENANCES AND LAWFUL FENCES. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

OWNER: MISSION PEAK HOMES INC., A CALIFORNIA CORPORATION

BY: _____

TITLE: _____

(NOTARIZED SIGNATURES) DATE _____

OWNER'S ACKNOWLEDGMENT:

STATE OF CALIFORNIA
COUNTY OF _____
ON _____ BEFORE ME,
_____, PERSONALLY APPEARED

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY (IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____
PRINT NAME _____
PRINCIPAL PLACE OF BUSINESS _____
MY COMMISSION EXPIRES _____

SURVEYOR'S STATEMENT

I CHRISTOPHER S. HARMISON, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION IN SEPTEMBER 2003 AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MISSION PEAK HOMES INC. ON JANUARY 2004 AND IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I HEREBY STATE THAT THE MONUMENTS WILL OCCUPY THE POSITIONS INDICATED BY DECEMBER 2006, AND ARE OF THE CHARACTER INDICATED, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

CHRISTOPHER S. HARMISON, P.L.S. 7176
LICENSE EXPIRATION DATE: DECEMBER 31, 2005

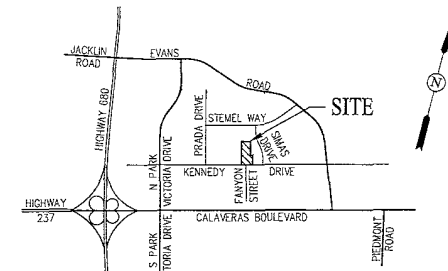


CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN FINAL MAP; THAT THE SUBDIVISION AS SHOWN THEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT THIS SUBDIVISION COMPLIES WITH PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DAVID M. MCNEELY
CITY ENGINEER, CITY OF MILPITAS
R.C.E. NO. 18759, EXPIRATION DATE JUNE 30, 2005

DATE _____



VICINITY MAP

NOT TO SCALE

CITY CLERK'S CERTIFICATE:

I, GAIL BLALOCK, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT SAID CITY COUNCIL, AS GOVERNING BODY OF SAID CITY AT A REGULAR MEETING HELD ON _____, 20____, HAS TAKEN THE FOLLOWING ACTIONS:

1. APPROVED THIS TRACT MAP NO. 9560
2. ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF OFFER OF DEDICATION TO WIT:
 1. LOT "A" FOR STREET AND PUBLIC UTILITY PURPOSES.
 2. EASEMENT "A" FOR PUBLIC SERVICE AND UTILITY EASEMENT (PSUE).

DATED: _____
GAIL BLALOCK
CITY CLERK, CITY OF MILPITAS

ABANDONMENT STATEMENT

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING:

20 FOOT EASEMENT FOR STORM WATER DITCH AND INCIDENTAL PURPOSES, AS RECORDED IN BOOK 4996 OF OFFICIAL RECORDS, AT PAGE 425, SANTA CLARA COUNTY RECORDS.

ALL OTHER PUBLIC STREETS AND EASEMENTS NOT SPECIFICALLY LISTED HEREON FOR ABANDONMENT ARE RETAINED FOR PUBLIC USE.

RECORDER'S STATEMENT:

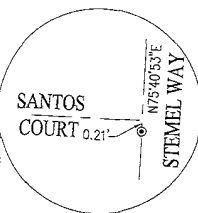
FILED THIS _____ DAY OF _____, 20____, AT _____, IN BOOK OF MAPS _____, AT PAGES _____, SERIES NUMBERS _____ AT THE REQUEST OF _____

FEE _____ BY: _____
BRENDA DAVIS
SANTA CLARA COUNTY RECORDER

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS MAP IS DETERMINED BY THE FOUND MONUMENTS SHOWN HEREON AT LYNN AVENUE AND KENNEDY DRIVE, AND SIMAS DRIVE AND KENNEDY DRIVE; THE BEARING BEING N75°39'16"E ALONG KENNEDY DRIVE AS SHOWN ON THE MAP OF TRACT NO. 5939; RECORDED APRIL 18, 1977 IN BOOK 393 OF MAPS AT PAGE 1.

DETAIL A
(N.T.S.)



NO.	BE.
L1	N75°
L2	N00°

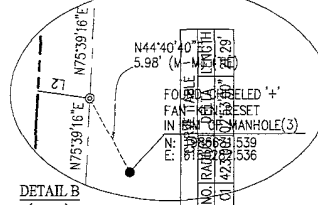
BASIS OF BEARING

(1) (W-M) 46°8'25\"/>

FOUND BRASS DISK IN MONUMENT WELL

KEN-OCR (3)
N: 1987122.136
E: 6162187.816

DETAIL B
(N.T.S.)



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTER LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- SET STANDARD STREET MONUMENT STAMPED LS 7176
- FOUND STANDARD STREET MONUMENT RCE 15827 (UNLESS OTHERWISE NOTED)
- FOUND MONUMENT AS NOTED
- SET 3/4" IP STAMPED LS 7176
- PSUE PUBLIC SERVICE AND UTILITY EASEMENT
- TYP TYPICAL
- RRS RAILROAD SPIKE
- SF SQUARE FEET
- SNF SEARCHED FOR, NOT FOUND
- (#) RECORD DATA
- 4 SHEET NUMBER

REFERENCES:

- (1) FINAL MAP, TRACT 5939 (393 M 1)
- (2) FINAL MAP, TRACT 6104 (413 M 39)
- (3) RECORD OF SURVEY (752 M 14)

TRACT 9560

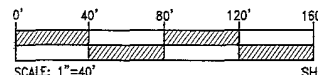
KENNEDY DRIVE SUBDIVISION

BEING A SUBDIVISION OF THAT CERTAIN PARCEL AS SHOWN ON THAT RECORD OF SURVEY FILED APRIL 8, 1965 IN BOOK 193 AT PAGE 20, SANTA CLARA COUNTY RECORDS

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

CARLSON, BARBEE AND GIBSON, INC.
ENGINEERS SURVEYORS PLANNERS
SAN RAMON CALIFORNIA

APRIL 2004

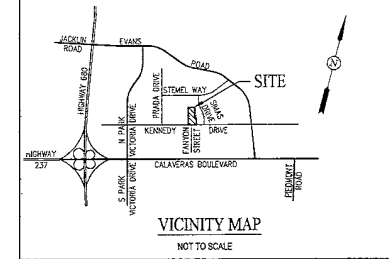


SHEET 2 OF 4

GENERAL NOTES:

1. OWNER/DEVELOPER: MISSION PEAK HOMES, INC.
4040 ENCYCLOPEDIA CIRCLE
FREMONT, CA 94538
(510) 354-0882
2. CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC.
2803 CAMINO RAMON, SUITE 100
SAN RAMON, CA 94583
(925) 866-0322
3. SOILS ENGINEER: LOWNEY ASSOCIATES
405 CLYDE AVENUE
MOUNTAIN VIEW, CA 94043
(850) 967-2365
4. BENCHMARK: CITY OF MILPITAS BENCHMARK FAN-KEN RESET.
LOCATED NEAR THE INTERSECTION OF KENNEDY DRIVE
AND FAYDON STREET, A CHISELED CROSS IN SANITARY
SEWER MANHOLE RIM.
ELEVATION: 58.83 FEET. (NGVD 29)
5. THE CIVIL ENGINEER ASSUMES NO RESPONSIBILITY BEYOND THE ADEQUACY
OF HIS DESIGN CONTAINED HEREIN.
6. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH
GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION
CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE
RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF
CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS
AND PROPERTY, THAT REQUIREMENT SHALL BE MADE TO APPLY
CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND
CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY
AND HOLD OWNER AND DESIGN CIVIL ENGINEER HARMLESS FROM ANY AND
ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE
OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE
SOLE NEGLIGENCE OF CIVIL ENGINEER.
7. CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS AT THE JOB
SITE FOR PUBLIC WORKS, AMBULANCE, POLICE, AND FIRE DEPARTMENTS,
AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE
VICINITY OF THE JOB SITE.
8. DURING CONSTRUCTION IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR
TO PROVIDE FOR SAFE TRAFFIC CONTROL IN AND AROUND THE SITE, TO PROTECT
THE GENERAL PUBLIC, AND TO PREVENT UNCONTROLLED ACCESS TO THE SITE.
AT ALL TIMES. THIS MAY INCLUDE BUT NOT BE LIMITED TO SIGNS, FLASHING
LIGHTS, BARRICADES AND FLAG PERSONS.
9. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER
RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED
ON THESE PLANS, THE CONTRACTOR SHALL CONTACT CARLSON, BARBEE
& GIBSON, INC. AT (925) 866-0322 FOR SUCH FURTHER
EXPLANATIONS AS MAY BE NECESSARY.
10. CONTRACTOR SHALL PROVIDE PROPER SHORING IN ALL TRENCHES
DEEPER THAN FIVE (5) FEET. ANY DAMAGE RESULTING FROM LACK
OF SHORING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS.
11. THE CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS
OF THE STATE CONSTRUCTION SAFETY ORDER.
12. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS
OF THE DIVISION OF INDUSTRIAL SAFETY PERTAINING TO "CONFINED
SPACES". ANY MANHOLE, CULVERT, DROP INLET OR TRENCH (WHICH
COULD CONTAIN AIR), THAT IS NOT READILY VENTILATED, MAY BE
CONSIDERED A "CONFINED SPACE".
13. ENCROACHMENT PERMITS REQUIRED FOR WORK WITHIN EXISTING
PUBLIC RIGHTS OF WAY SHALL BE OBTAINED BY THE CONTRACTOR.
14. PRIOR TO COMMENCEMENT OF ANY WORK ON ADJACENT PROPERTY, THE
OWNER SHALL OBTAIN WRITTEN PERMISSION FROM AFFECTED PROPERTY OWNERS.
15. EXISTING CURB, GUTTER AND SIDEWALK THAT ARE DAMAGED OR DISPLACED,
EVEN THOUGH THEY WERE NOT TO BE REMOVED, SHALL BE REPAIRED OR
REPLACED BY THE CONTRACTOR.

TRACT 9560 KENNEDY DRIVE SUBDIVISION IMPROVEMENT PLANS CITY OF MILPITAS, SANTA CLARA COUNTY, CALIFORNIA



VICINITY MAP
NOT TO SCALE

UTILITY NOTES:

1. ALL STORM DRAINS SHALL BE CLASS III RCP PIPE PER CITY OF MILPITAS STANDARDS,
UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWERS SHALL BE PVC SDR 35 PER CITY OF MILPITAS STANDARDS,
UNLESS OTHERWISE NOTED.
3. ALL WATER LINES SHALL BE C900 PVC PER CITY OF MILPITAS WATER DIVISION
STANDARDS, UNLESS OTHERWISE NOTED.
4. CONTRACTOR IS RESPONSIBLE TO CONSTRUCT IMPROVEMENTS SO THAT THEY
CONFORM TO EXISTING FACILITIES. CONTRACTOR SHALL FORTHOE EXISTING UTILITIES
AS NECESSARY PRIOR TO CONSTRUCTION.
5. ALL SANITARY SEWER AND STORM DRAIN CONSTRUCTION SHALL
PROCEED FROM THE DOWNSTREAM CONNECTION TO THE UPSTREAM
TERMINUS.
6. THE CONTRACTOR SHALL VERIFY LOCATION AND THE FLOWLINE ELEVATION
OF THE EXISTING SANITARY SEWER AND STORM DRAIN CONNECTION POINTS
AND NOTIFY THE CIVIL ENGINEER IMMEDIATELY IF MORE THAN 0.10 FOOT
OF DIFFERENCE EXISTS FROM THIS PLAN.
7. THE CONTRACTOR SHALL COORDINATE THE SEWER, WATER AND STORM
DRAIN CONSTRUCTION IN A MANNER TO PREVENT ANY CONFLICTS WHERE
UTILITY LINES CROSS EACH OTHER. THE CONTRACTOR SHALL BE
RESPONSIBLE FOR OBTAINING PLANS FOR ALL OTHER UTILITIES FOR
THIS PROJECT AND SHALL FAMILIARIZE HIMSELF THEREWITH, AND
SHALL NOTIFY THE CIVIL ENGINEER IMMEDIATELY OF ANY CONFLICT WITH
THIS PLAN PRIOR TO THE START OF CONSTRUCTION.
8. THE LOCATION, DEPTH AND EXISTENCE OF UNDERGROUND IMPROVEMENTS
ARE SHOWN IN THEIR APPROXIMATE POSITIONS BASED UPON INFORMATION
AVAILABLE TO THE ENGINEER. THE CONTRACTOR SHALL EXCAVATE INSPECTION
HOLES ("POT HOLES") AND DETERMINE THE LOCATION AND DEPTH OF ALL
UNDERGROUND STRUCTURES AND UTILITIES THAT ARE IN THE VICINITY OF
AND/OR MAY BE AFFECTED BY THE PROPOSED IMPROVEMENT WORK PRIOR TO
ANY CONSTRUCTION WORK WHICH COULD DAMAGE OR CONFLICT WITH SAID
STRUCTURE AND/OR UTILITIES.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CIVIL
ENGINEER OF ANY DIFFERENCES IN LOCATIONS OF EXISTING UTILITIES
SHOWN, OR ANY CONFLICTS WITH THE DESIGN THAT BECOME APPARENT
DURING CONSTRUCTION, BEFORE CONTINUING WITH WORK IN THAT AREA.
10. THE CONTRACTOR SHALL PROVIDE ADEQUATE COVER FOR THE
PROTECTION OF ALL PROPOSED AND EXISTING UTILITIES DURING THE
CONSTRUCTION OF THIS PROJECT.
11. ALL UNDERGROUND FACILITIES SHALL BE INSTALLED PRIOR TO THE CONSTRUCTION
OF CURBS, FINAL PREPARATION OF SUBGRADE, AND PLACEMENT OF BASE
MATERIAL. MANHOLE FRAMES AND VALVE BOXES SHALL BE SET TO FINAL GRADE
PRIOR TO PLACEMENT OF ASPHALT CONCRETE. CURBS AND GUTTERS TO BE
COMPLETED PRIOR TO PLACEMENT OF BASE ROCK.
12. EXISTING UTILITIES TO BE ABANDONED NOT SHOWN ON THIS PLAN. SEE GRADING
PLANS. CONTRACTOR SHALL IDENTIFY EXISTING UTILITIES AND CLIENT TO DETERMINE
REMOVAL OR ABANDONMENT PROCESS.
13. ALL CATCH BASINS SHALL BE MARKED "NO DUMPING DRAINS TO BAT"
PER CITY OF MILPITAS.

SHEET INDEX

- 1 TITLE SHEET
- 2 CITY NOTES
- 3 INDEX SHEET
- 4 TYPICAL SECTIONS & DETAILS
- 5 KENNEDY DRIVE PLAN & PROFILE
- 6 TOPHAM COURT - PLAN & PROFILE
- 7 STORM DRAIN & CURB RETURN PROFILES
- 8 SIGNAGE AND STRIPING PLAN
- 9 TOTAL SHEETS

GEOTECHNICAL ASPECTS OF THE IMPROVEMENT PLANS HAVE BEEN REVIEWED FOR
SUBSTANTIAL CONFORMANCE WITH THE INTENT OF THE RECOMMENDATIONS
CONTAINED IN THE GEOTECHNICAL INVESTIGATION REPORT TITLED "1405 KENNEDY
DRIVE, RESIDENTIAL DEVELOPMENT, MILPITAS, CALIFORNIA" DATED JANUARY 19,
2004

SIGNED: _____ DATE: _____
PRINT: _____ LICENSE: _____
LOWNEY ASSOCIATES



Record Drawings

To be completed prior to acceptance of work by the City

Signature + Seal _____ Date _____
P.E. No. _____ Exp. _____
Public Works Inspector: _____
Public Improvements Initially Accepted by _____
the City Council on: _____

Revisions

Num.	Date	By	Description	City Engr.	Apvr.	Date

CITY OF MILPITAS ENGINEERING DIVISION

Approved: _____ Date _____
City Engineer
Any changes to public improvements
shall be approved by the City engineer
Recommended for approval:
Fire Dept. _____ Date _____
Engineering _____ Date _____
Project No. 3159
Drawing No. 2-1018
EP. No. _____
Sheet 1 of 8



Carlson, Barbee
& Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS

2803 Camino Ramon, Suite 100 • San Ramon, CA 94583
925-866-0322 • Fax 925-866-8575
www.carlsonbg.com

KENNEDY DRIVE SUBDIVISION IMPROVEMENT PLANS TITLE SHEET MAY 3, 2004

STORM DRAIN STRUCTURE SCHEDULE

STRUCTURE #	TYPE
SDMH#1, SDMH#2 SDMH#3	STORM DRAIN MANHOLE PER CITY OF MILPITAS STANDARD DRAWING NO. 230
CB#1, CB#2, CB#3 CB#4, CB#5	CURB STORM DRAIN INLET PER CITY OF MILPITAS STANDARD DRAWING NO. 462

LEGEND & ABBREVIATIONS

EXISTING	PROPOSED	
SD	SD	STORM DRAIN
SS	SS	SANITARY SEWER
SSCO	SSCO	SANITARY SEWER CLEAN OUT
W	W	WATER
WM	WM	WATER METER
+500	+500	SPOT ELEVATION
18	18	LOT NUMBER
+	+	FIRE HYDRANT
+	+	GATE VALVE
+	+	CAP OR PLUG
+	+	SANITARY SEWER MANHOLE
+	+	STORM DRAIN MANHOLE
+	+	CATCH BASIN
+	+	FIELD INLET
+	+	ELECTROFLUOR
+	+	AIR AND VACUUM RELEASE VALVE
+	+	ELECTROFLUOR
+	+	LINEAR FEET
+	+	HIGH POINT
+	+	LOW POINT
+	+	END OF CURVE
+	+	BEGIN CURVE
+	+	SLOPE
+	+	DIRECTION/SLOPE OF FLOW
+	+	TOP OF CURB
+	+	FACE OF CURB
+	+	RIGHT-OF-WAY
+	+	PUBLIC SERVICE, UTILITY AND SIDEWALK EASEMENT
+	+	WATER SERVICE
+	+	SEWER SERVICE
+	+	MANHOLE
+	+	RETURN
+	+	CATCH BASIN
+	+	DRIVEWAY
+	+	GRADE BREAK
+	+	CENTERLINE
+	+	SUBDIVISION BOUNDARY
+	+	LOT LINE
+	+	CENTERLINE
+	+	EASEMENT LINE
+	+	GAS LINE
+	+	TELEPHONE LINE
+	+	SANITARY SEWER MAIN
+	+	STORM DRAIN LINE
+	+	WATER LINE
+	+	STREET TREE

NOTE:

CONTRACTOR SHALL REMOVE EXISTING CURB, GUTTER AND SIDEWALK FROM STATION 1+00.00 TO STATION 4+01.19 AND INSTALL NEW CURB, GUTTER AND SIDEWALK ON KENNEDY DRIVE.

Record Drawings

To be completed prior to acceptance of work by the City

Signature + Seal Date
P.E. No Exp.
Public Works Inspector:
Public Improvements Initially Accepted by
the City Council on:

Revisions

Num.	Date	By	Description	City Engr	Aprv.	Date

CITY OF MILPITAS ENGINEERING DIVISION

Approved:

City Engineer Date
Any changes to public improvements
shall be approved by the City Engineer

Recommended for approval:

Fire Dept. Date:

Engineering Date:

Project No. 3159

Drawing No. 2-101B

EP. No.

Sheet 3 of 8

KENNEDY DRIVE SUBDIVISION IMPROVEMENT PLANS

INDEX SHEET

MAY 3, 2004



Carlson, Barbee
& Gibson, Inc.
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